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5
6 IN THE UNITED STATES DISTRICT COURT
7 DISTRICT OF NEVADA

8 MICHAEL E. WONDKA,
9 Plaintiff,

Case No.: 3:11-cv-00292-RCJ-VPC

10 vs.

11 PACIFIC CREST SAVINGS BANK;
12 WESTERN TITLE; MORTGAGE
ELECTRONIC REGISTRATION
13 SYSTEMS, INC. [MERS]; NATIONAL
DEFAULT SERVICING CORPORATION;
14 WELLS FARGO BANK, N.A. FKA WELLS
FARGO HOME MORTGAGE INC. F/K/A
15 NORWEST MORTGAGE INC.; US BANK
NATIONAL ASSOCIATION, AS
16 TRUSTEE, SUCCESSOR-IN-INTEREST
TO BANK OF AMERICA, NATIONAL
17 ASSOCIATION AS TRUSTEE,
SUCCESSOR BY MERGER TO
18 LASSALLE BANK NATIONAL
ASSOCIATION AS TRUSTEE FOR
19 THORNBURG MORTGAGE SECURITIES
TRUST 2006-5 BY ITS ATTORNEY IN
20 FACT WELLS FARGO BANK, N.A.
SUCCESSOR BY MERGER TO WELLS
21 FARGO HOME MORTGAGE; LSI TITLE
COMPANY; ANSELMO
22 AGKALIWANGAN; and DOES 1-25
CORPORATIONS. DOES and ROES 1-25

**STIPULATION AND ORDER FOR
NON-MONETARY RELIEF**

23 Defendants.
24 _____ /

25 Plaintiff MICHAEL E. WONDKA and Defendant WESTERN TITLE (“Western”),
26 (collectively referred to herein as the “Parties”) by and through their respective counsel, enter
27 into this stipulation and request that the Court issue an Order embodying its terms and
28 provisions.

RECITALS

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2 1. Plaintiff filed his Complaint on February 23, 2010, in the Ninth Judicial District
3 Court, alleging debt collections violations, unfair and deceptive trade practices, unfair lending
4 practices and other causes of action related to the making of a loan to the Plaintiff secured by
5 a Deed of Trust upon real property in Douglas County, Nevada. Plaintiff's Complaint also
6 sought to recover for an alleged wrongful foreclosure under the applicable Deed of Trust, as
7 well as for declaratory and injunctive relief. On or about April 25, 2011, the matter was
8 removed to the United States District Court where the action remains to this date.

9 2. Plaintiff alleges, *inter alia*, that the loan at issue was not suitable and/or
10 appropriate for their financial situation. Moreover, the Plaintiff assert that various duties were
11 breached, wrongs committed, and lending statutes violated in making such loans. Based
12 thereon, Plaintiff also alleges wrongful foreclosure and seek reformations of the agreements,
13 partial or whole discharge of the loan, rescission of th foreclosure on the property and
14 recovery for various alleged damages.

15 3. Defendant Western's sole interest in the action herein arises from its recording
16 of the Deed of Trust, Document No. 0672948, and its capacity as Trustee under the Deed of
17 Trust at issue. In particular, WESTERN was identified as Trustee in the Deed of Trust which
18 reads as follows:

19 617 Alma Way, Zephyr Cove, NV 89448.

20 LOT 4, IN BLOCK 7, OF PLAT OF SECOND ADDITION TO
21 ZEPHYR HEIGHTS SUBDIVISION NO. 2, ACCORDING TO
22 THE MAP THEREOF, FILED IN THE OFFICE OF THE
COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA
ON JULY 6, 1948, AS DOCUMENT NO. 6530.

23 APN: 1318-10-416-044

24 **STIPULATION**

25 1. Plaintiff acknowledges and stipulates that WESTERN has been named as a
26 Defendant in this litigation solely in its capacity as Trustee under the Deed of Trust, and that
27 it has not been named as a defendant due to any act or omission on its part in the performance
28 of its duties as escrow agent or trustee.

1 2. WESTERN has not been involved in any way with the subject loan, the Deed
2 of Trust, assignments to the Deed of Trust, or the Property included thereby, except in its
3 capacity as the original trustee under the Deed of Trust.

4 3. WESTERN agrees to be bound by whatever order or judgment is issued by the
5 Court relating to the Deed of Trust or the Property, and shall not be subject to any affirmative
6 findings or wrongful conduct, monetary awards or liability for damages, attorney's fees or
7 costs.

8 4. WESTERN will not be required to participate further in this action, will not be
9 required to respond to any of the pleadings in this action, nor will it be required to appear at
10 any hearings on the trial of this action, but will be required to respond to any discovery
11 requests as a non-party.

12 5. The filing of this Stipulation is not intended to and does not prejudice the rights
13 of any trustor, beneficiary, or assignee under the Deed of Trust, and shall not constitute a
14 waiver of any other person or entity's rights or obligations under the Deed of Trust or other
15 document.

16 6. This Stipulation shall inure to the benefit of the parties and their successors
17 and/or assigns.

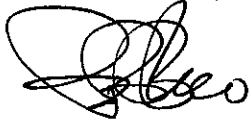
18 7. The Parties agree to bear their own costs and attorney's fees.

19 8. The parties to this Stipulation agree and request that the Court issue an order
20 consistent with the terms of this Stipulation.

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1 Dated this 7th day of October, 2011

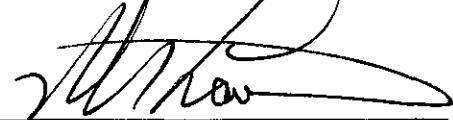
2 **ERICKSON, THOPRE &**
3 **SWAINTSTON, LTD.**

4 

5 Thomas P. Beko, Esq.
6 Nevada State Bar No. 2653
7 99 West Arroyo Street
8 Reno, Nevada 89509
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Facsimile: (775) 786-4160
Attorney for Defendant
Western Title Company

Dated this 12th day of October, 2011

THE LAW OFFICE OF RICK
LAWTON, ESQ.



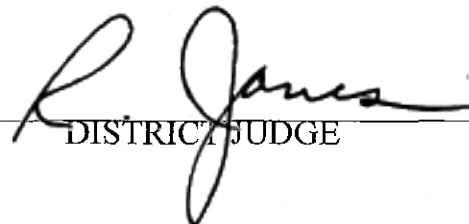
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12 **ORDER**

13 Based upon the Stipulation of the Plaintiff MICHAEL E. WONDKA and the
14 Defendant WESTERN TITLE ("Western"), by and through their respective counsel,

15 IT IS HEREBY ORDERED that the stipulation entered into by and between the Parties
16 be and is hereby adopted as the Order of this Court. The Court orders that the Defendant
17 WESTERN TITLE will be bound by any injunctive or declaratory relief entered by this Court.
18 It is further ordered that WESTERN TITLE need not further appear and defend this action,
19 that WESTERN will not be required to respond to any further pleadings in this action, nor
20 appear at any hearings or trial of this matter. WESTERN shall respond to any discovery
21 requests as a non-party. WESTERN and the Plaintiff shall each bear their own costs and
22 attorney's fees.

23 DATED this 7th day of December, 2011.

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26 DISTRICT JUDGE
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